



## Invitation for tender offers

Central Bank of India, The bank, a body corporate constituted under the Banking Companies (acquisition and Transfer of Undertaking) Act 1970 having its Central Office at Chandermukhi, Nariman Point, Mumbai-400021 hereinafter called "Bank" and having 90 Regional Offices (RO), 12 Zonal Offices (ZO) and 4700 plus branches spread across India, intends to procure Desktop PCs/Laptop to be used at Branches/ Regional Offices/ Zonal Offices/ Central Office for various purposes.

Bank invites online bid offers (Technical offer and Commercial offer) from eligible, reputed manufacturers and/or their authorized dealers for Supply, Installation, Support and Maintenance of LaserJet Printers (Duplex) as specifications mentioned in Annexure-1A.

## 1. Invitation to Bids

Offers are invited from eligible bidders with presence of the service centres in Mumbai and Navi Mumbai locations for participating in the bidding process of the procurement of following hardware items:

### LaserJet Printer (Duplex) – 40 units

The detailed technical specifications of above hardware items are given in Annexure-1A

## 2. Eligibility Criteria

The Bidder must fulfill following eligibility criteria:

| Sr. | Eligibility of the bidder  | Documents to be submitted   |
|-----|--|---|
| 1.  | If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority.   | Certified copy of the registration certificate.   |
| 2.  | Bidder should be a Registered company under Indian Companies Act. 1956/2013 or LLP/Partnership firm and should have been in existence for a minimum period of 5 years in India, as on date. Bidder should be registered under G.S.T and/or tax registration in state where bidder has a registered office. | Copy of the Certificate of Incorporation issued by Registrar of Companies for companies and copy of registration certificate in case of LLP/Partnership Firm and full address of the registered office of the bidder. |
| 3.  | The bidder must have average turnover of minimum ₹28 lakhs in Computer & Printer business in the last three financial years (2020-21, 2021-22 and 2022-23) as per the audited balance sheet available at the time of submission of tender, in individual company and not as group of companies.            | Copy of audited Balance Sheet and Certificate of the Chartered Accountant for preceding three years   |
| 4.  | The bidder should have made operating profits in at least one financial years out of last three financial years ( i.e. 2020-21, 2021-22 and 2022-23)   | Copy of audited balance sheet and Certificate of the Chartered Accountant.  |

|     |  |   |
|-----|--|---|
| 5   | The bidder should have a positive net worth in one out of last three financial ( i.e. 2020-21, 2021-22 and 2022-23)  | Certificate of the Chartered Accountant   |
| 6.  | Bidder must have service centres in Mumbai / Navi Mumbai locations   | Submit the self-declaration on Company's letter head with address locations and contact number. |
| 7   | The bidder should have executed at least one single order of minimum ₹ 6 lakh for supply and installation of <b>Desktop, Laptops, Printers and other Peripherals</b> in either of the last two years. (01.01.2022 onwards)   | Documentary proof to be submitted   |
| 8.  | Bidder should not have filed for bankruptcy in any country including India   | Self-declaration on Company's letter head by the Authorized Signatory in original               |
| 9.  | At the time of bidding, the Bidder/OEM should not have been blacklisted/ debarred by any Govt. / IBA/RBI/PSU /PSE/ or Banks, Financial institutes for any reason or non-implementation/ delivery of the order. Self-declaration to that effect should be submitted along with the technical bid                            | Submit the self-declaration on Company's letter head  |
| 10. | At the time of bidding, there should not have been any pending litigation or any legal dispute before any court of law between the Bidder or OEM and the Bank regarding supply of goods/services.  | Submit the self-declaration on Company's letter head  |
| 11. | Bidder/OEM should not have <ul style="list-style-type: none"> <li>NPA with any Bank in India/financial institutions.</li> </ul> Any case pending or otherwise, with any organization across the globe which affects the credibility of the Bidder in the opinion of Central Bank of India to service the needs of the Bank | Submit the self-declaration on Company's letter head  |
| 12. | <ul style="list-style-type: none"> <li>Bidder should be ISO 9001-2015 certified</li> </ul>   | Necessary Proof should be submitted.  |

### 3. Performance Bank Guarantee

- As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG), in the format given by the Bank in Annexure-4, for **10% of the total project** cost valid for 38 months, validity of PBG starting from its date of issuance. The PBG shall be submitted within 21 days of the Purchase Order acceptance by the Bidder.
- The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the letter head of the issuing bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favor with authorization to sign the documents.
- Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number.
- Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract.
- The Bank shall also be entitled to make recoveries from the Successful Bidder's bills, Performance Bank Guarantee, or any other amount due to him, the equivalent value of any payment made to him by the bank due to inadvertence, error, collusion, misconstruction or misstatement.
- The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.

#### 4. Scope of Work

##### Scope of Work for LaserJet Printers (Duplex)

- 4.1 The Scope of the work is for Supply, Installation, Support and Maintenance of LaserJet Printers (Duplex) during warranty period, as per the quantity detailed in Bill of Material and specifications / configuration given in the Annexure-1A, and elsewhere in the document. The specifications tabulated are the minimum requirement and bidder can offer higher configuration.
- 4.2 The bidder shall deliver & install hardware items ordered and make it operational at respective sites/locations.
- 4.3 Bidder has to confirm compliance to the Scope of Work mentioned in below table for LaserJet Printers (Duplex).
- 4.4 As the Bank's offices / branches are spread across Mumbai / Navi Mumbai location, bidder is required, to supply, install, support and maintain hardware items at respective offices / branches as per requirement at its own cost and with logistics to be arranged by successful bidder only.
- 4.5. Project Completion and Management
  - a) For smooth completion of project, the Bidder should identify one or two of its representatives at Mumbai as a single point of contact for the Bank.
  - b) Project implementation team should be conversant with local rules and conditions to resolve the issues, if any.

| Sr | Scope of Work  |
|----|--|
| 1  | The Scope of the work is for Supply, Installation, Support and Maintenance of LaserJet Printers (Duplex) during warranty period as per specification mentioned in Annexure 1A and quantity detailed under Annexure-2 and elsewhere in the document.  |
| 2  | The Bidder should maintain the LaserJet Printers (Duplex) supplied to our branches/offices during warranty period. During the warranty period, the Bidder is bound to do all hardware spares replacement without any extra cost to Bank covering all parts and labor from the date of installation and acceptance by Central Bank of India for the LaserJet Printers (Duplex) supplied at the respective locations i.e. onsite comprehensive warranty. |
| 3  | The Bidder shall deliver LaserJet Printers (Duplex), drivers & related software and manuals etc. at the respective locations as per the Delivery Schedule on receipt of the Purchase Order from the Bank.  |
| 4  | Successful bidder shall perform Installation /Configuration of all tools/drivers/Application in the LaserJet Printers (Duplex) at the respective locations.  |
| 5  | The Bidder shall provide service/support from 10 am to 6 pm on all Bank's working day for Branches / Offices with maximum resolution/response time specified in the Bid document.  |
| 6  | Replacement of existing LaserJet Printers (Duplex) should be done with minimum disturbance to the Branches/Offices so as to ensure smooth functioning of the Branch/Office during the replacement process.   |
| 7  | The Bidder shall provide report for all the calls i.e. lodged, pending, attended and resolved on monthly basis to Bank. As per the report generated from the system, bank will levy the penalty mentioned in the Bid document.   |

#### 5. General Terms

##### 5.1 Delivery and Installation:

1. Bank shall provide the location address and contact details for delivery of hardware and peripherals while issuing the purchase order.
2. Delivery and installation of Laserjet Printers (Duplex) should be completed **within 45 days** from the date of acceptance of the Purchase Order.
3. Vendor has to arrange for road permit at its own cost. It will be the sole responsibility of the bidder to submit any form required for release of shipment from the check post.
4. The successful bidder should ensure installation of the Laserjet Printers (Duplex) and complete the works

- specified in the Scope of Work at the Bank branch/office of all the materials for each ordered location.
5. Bank reserves the right to change/modify locations for supply of the Laserjet Printers (Duplex). In the event of any change/modification in the locations where the Laserjet Printers (Duplex) are to be delivered/not billed, the bidder in such cases shall supply, install the Laserjet Printers (Duplex) at the modified locations with no additional cost to the Bank. However, if the hardware items are already delivered/ billed, and if the modifications in locations are made after delivery, the bidder shall carry out installation at the modified locations and the Bank in such cases shall bear the shifting charges/arrange shifting. The Warranty of the hardware and peripherals should be applicable at the altered locations also.
  6. The Installation will be deemed as incomplete if any component of the Laserjet Printers (Duplex) is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank after testing/examination. In such events, the supply and installation will be termed as incomplete and system(s) will not be accepted and the warranty period will not commence. The installation will be accepted only after complete operational/functional Laserjet Printers (Duplex) and sign off/acceptance shall be provided.
  7. The Bank will not arrange for any Road Permit / Sales Tax clearance for delivery of Laserjet printers (Duplex) and other hardware and peripherals to locations and the Bidder is required to make the arrangements for delivery of hardware and peripherals to the locations as per the list of locations /items provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the Bidder, if required.
  8. Installation of the Laserjet Printers (Duplex) will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this Bid.
  9. Partial or incomplete delivery or delivery of damaged materials will not be considered as delivered for all the ordered materials. Date of last material delivered to the ordered location, shall be treated as date of delivery, if materials are not damaged. In case materials are delivered with damage, date of delivery shall be treated as date of replacement of damaged material with new one. Delivery payment shall be paid against completion of delivery of all the ordered material without any damage and proof of delivery duly certified by Bank's Officials, along with delivery payment claim letter.

In case, the site is not ready for installation of the Laserjet Printers (Duplex), the bidder should get a letter from the concerned Deptt/Office to that effect and carry out a notional installation within 10 days from the date of delivery and get the installation certificate from the concern Deptt/Office. Such installation date will be treated as the start date of warranty. Subsequently, the bidder can claim the payment. However, the bidder should give an undertaking in writing to the Bank that they will install the hardware as and when site is ready. Bank reserves the right to shift the equipment's to new location/s and warranty / support for the same will continue to be in force at the new location.

## 5.2 Payment Terms:

Payment terms are as under:

- a. 70% payment against delivery of Computer Hardware items at the respective locations.
- b. 30% payment against successful installation and acceptance of Computer Hardware items at the respective locations.

## 5.3 Warranty Period:

The Laserjet Printers (Duplex) shall be under on-site comprehensive warranty for a period of (3) three years, from the date of successful installation at the respective locations. Please note that the warranty will start only after **complete** and **successful installation** of equipment at the respective locations. The delivery and installations sign off/certificates from respective locations shall be considered in this regard.

### 5.3.1 Scope Involved During Warranty

During the period of contract up to completion of warranty, the bidder shall perform the following:

1. If any software and Hardware updates provided by the OEM as free of cost, it should be provided and installed / configured by the successful bidder during warranty.
2. Any corruption in the Software or media shall be rectified during the full period of the contract including warranty at no extra cost to the Bank.
3. Provide spare parts/services of Hardware/Software/Peripherals, as and when required, and complete maintenance of the Hardware items during warranty period.
4. The support shall be given in person or through telephone, letter and E-mail within a time mentioned in the SLA.
5. Only licensed copies of software shall be supplied. The bidder shall grant an irrevocable perpetual license to the Bank to use the software. Further, all software supplied shall be of latest version.
6. The bidder shall provide centralized complaint booking facility to the Bank and the dash board, if available, shall be provided to the Bank. The method of booking complaints shall be through onsite support resource, E-mail, Toll-free no, Online portal, web, etc.
7. Escalation matrix should be provided for support, technical, project, etc.

Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipment, accessories etc. covered. Bidder must warrant all equipment, accessories, spare parts etc. against any manufacturing defects during the warranty period. During the warranty period, bidder shall maintain the systems and repair/replace faulty parts/components at the installed locations, with no additional cost to Bank. The bidder shall give an undertaking that sufficient quantity of spares will be kept as stock during the warranty period at their support offices across the country.

Successful bidder will be liable to replace the whole unit during the warranty period in case of following:

- The Unit is not repairable.
- The Unit is repaired 4 times or more during the warranty period, for faults in main parts like motherboard, power supply, drum & other vital parts of the printer.
- The Unit is repaired with inferior spares.

Warranty should not become void if Central Bank of India buys any other supplemental hardware from third party and install it with/in printer and other Hardware items in the presence of the representative of the bidder. However, the warranty will not apply to such third-party hardware items installed by Bank.

#### **5.4 Insurance**

The hardware and peripherals supplied under the Bid shall be fully insured by the successful bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The insurance shall be obtained by the Bidder naming Central Bank of India as the beneficiary, for an amount equal to 110% of the invoiced value of the goods on "all risks" basis. The period of insurance shall be up to the date the supplied components are accepted and the all rights of the property are transferred to the Bank in the Bank's premises.

Should any loss or damage occur, the selected Bidder shall: -

- i. Initiate and pursue claim till settlement and
- ii. Promptly make arrangements for repair and / or replacement of any damaged item irrespective of settlement of claim by the underwriters.

#### **5.5 Penalty**

Penalty of 0.5 % per week or part thereof on late delivered and installed hardware and peripherals at particular location will be levied to the extent of 10% of the total cost of items pertaining for that location. However, Penalty will

not be levied for reasons solely attributable to the Bank. In case site is not ready, Bank will not charge penalty for that location and period.

## 6. Service Level Agreement

**SLA with Bank is to be executed within 21 days from date of acceptance of PO for procurement of hardware and peripherals. The SLA will be executed with applicable stamp duty. If the successful bidder fails to execute the SLA within stipulated time, it will be a non-compliance of the terms of RFP for which Bank may take a suitable decision to declare such successful bidder technically disqualified for ensuing/henceforth bidding process.**

**Other details are below:**

The Bidder will take total responsibility for the fault free operation and maintenance of the Laserjet Printers (Duplex) during the period of warranty.

Penalty for downtime/non-working of Printer after logging of call would be as under:

| Sr | Location             | Timing (Without Spare Replacement) | Timing (With Spare Replacement) | Penalty for delay for LaserJet Printers (Duplex) (In Rs) Including taxes) |
|----|----------------------|------------------------------------|---------------------------------|---|
| 1  | Metro / Urban Cities | Within 8 working hours             | Within Two Business Day         | 100 per day   |
| 2  | Semi Urban Cities    | Within One Business Day            | Within Three Business Day       | 100 per day   |
| 3  | Rural Area           | Within Two Business Day            | Within Four Business Day        | 100 per day   |

The quarterly accumulated penalty amount will be claimed by Bank and Bidder will have to pay the amount by any one of the mode like DD, RTGS/NEFT. If bidder fails to pay the penalty amount, accumulated penalty amount will be recovered by invoking PBG.

The upper cap for the above penalty will be 10% of Hardware value including taxes during the warranty. This penalty will be over and above the penalty specified for delay in delivery/installation specified in the Bid document.

The successful bidder has to ensure on-site support (without any extra cost) for resolving all hardware equipment related issues, during warranty period.

During the warranty, the bidder should undertake to provide free maintenance service which will include repair, replacement and maintenance of hardware and peripherals.

## 7. Order Cancellation

1. If the bidder fails to deliver and / or install the hardware and peripherals within time schedule of 30 days or the extended date communicated by the Bank, it would be considered as a breach of contract. Bank reserves the right to cancel the purchase order by giving 15 days' notice.
2. Serious discrepancy in Laserjet Printers (Duplex) noticed during warranty period.

In addition to the cancellation of purchase order, Central Bank of India reserves the right to appropriate the damages from the Bid Security /Performance Bank Guarantee given by the bidder and/or foreclose the bank guarantee given



by the supplier against the advance payment and may take appropriate action. Further, in case of failure to adhere to the terms and conditions of the Bid document in totality, concealment of facts in the tender documents, failure to fulfill the contractual obligations of the Purchase order etc., Bank may debar/blacklist the successful bidder from participating in future tender processes for 5 years.

Bank reserve the right to inform GeM /IBA/ other banks for blacklisting the Service Provider in case of default in service or delay leading to financial or reputation loss, loss of time of the bank.

## **8. Liquidated Damages**

1. If the successful Bidder/Vendor fails to perform the Services within the period(s) specified in the Contract / SLA, the Bank shall, without prejudice to its other remedies under the Contract, deduct penalty from the Contract Price, as Liquidated Damages (LD), for every such default in service.
2. The Liquidated Damages (LD) shall be a sum equivalent to 0.5 % of contract amount for each week or part thereof for delay until actual delivery or performance. However, the total amount of Liquidated Damages deducted will be pegged at 10% of the contract amount. Once the liquidated damages reach 10% of the contract amount, the bank may consider termination of the contract or invocation of Bank guarantee. In this context, Bank may exercise both the rights simultaneously or severally. In case the Bank exercises its right to invoke the Bank Guarantee and not to terminate the contract, the Bank may instruct to concerned bidder to submit fresh Bank Guarantee for the same amount in this regard.

At that point, the contract price will stand reduced to the actual amount payable by the Bank. Proportionately, the payment payable to the Successful Bidder will also stand reduced. All the deliverables given to the Bank at that instant will continue to be the property of the bank and the bank plans to use the same for any purpose which it may deem fit.

## **9. Resolution of Disputes**

The Bank and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, the Bank and the Bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by the Bank and the other to be nominated by the Bidder.

In case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai City only.

The Language of Arbitration will be English. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, bidder will continue to perform its contractual obligations and the Bank will continue to pay for all products and services that are accepted by it, provided that all products and services are serving satisfactorily, as per satisfaction of the Bank.

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission, by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have

been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) on the date of acknowledgment signed by the receiver or (iii) the business date of receipt, if sent by courier.

This bid shall be governed and construed in accordance with the laws of India. The courts of Mumbai City alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this Bid document. Notwithstanding the above, The Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

#### **10. Execution of Contract, SLA and NDA**

The bidder and Bank should execute

- i. Contract, which would include all the services, terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank.
- ii. Non-disclosure Agreement (Annexure-3).
- iii. The bidder should execute the contract, SLA and NDA within 21 days from the date of acceptance of the Purchase Order.

#### **11. Termination**

**1. Termination for Default:** The Bank, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Successful Bidder, may terminate this Contract in whole or in part:

- (a) If the Successful Bidder fails to deliver any or all of the deliverables / milestones within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or;
- (b) If the Successful Bidder fails to perform any other obligation(s) under the contract within the period mentioned and if not mentioned it shall be construed as reasonable period.
- (c) If the Successful Bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. Corrupt practice means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the procurement process or in contract execution; and "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders ( prior to after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

**2.** In the event, the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful Bidder shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated when the value of the liquidated damages exceed 10% of the contract value.

**3.** In case the contract is terminated then all undisputed payment will be given to bidder, but disputed payment shall be adjusted by way of penalty from invoices or PBG.

**4. Termination for Insolvency:** If the Bidder becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Bidder is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or a resolution is passed for its voluntary winding up or dissolution or dissolved or if the Bidder takes or suffers any other analogous action in consequence of debt; then the Bank plans to, at any time, terminate the contract by giving written notice to the Bidder. If the contract is terminated by the Bank in terms of this Clause, termination will be without compensation to the Bidder, provided that such termination will not



prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank. In case, the termination occurs before implementation in all the locations in terms of this clause, the Bank is entitled to make its claim to the extent of the amount already paid by the Bank to the Bidder.

The Bank reserves the right to terminate the agreement with the Bidder / bidder at any time by giving ninety (90) days prior written notice to the Bidder. The Bank shall be entitled to terminate the agreement at any time by giving suitable notice if above condition arises.

The Bidder shall have right to terminate only in the event of winding up of the Bank.

#### **5. Exit Option and Contract Re-Negotiation:**

- (a) The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:
  - i. Failure of the successful bidder to furnish the Performance Guarantee within 21 days of receipt of purchase contract;
  - ii. Delay in delivery, performance or implementation of the solution beyond the specified period;
  - iii. Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of The Bank.
  - iv. Inability of the Bidder to remedy the situation within 60 days from the date of pointing out the defects by The Bank. (60 days will be construed as the notice period)
- (b) In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.
- (c) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder will be expected to continue the facilities management services and the Bank will continue to pay for all products and services that are accepted by it provided that all products and services as serving satisfactory, as per satisfaction of the Bank. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration. The Bank and the Bidder shall together prepare the Reverse Transition Plan. However, The Bank shall have the sole decision to ascertain whether such Plan has been complied with. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to The Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.

#### **12. Bank's Right to Accept or Reject Any Bid or All Bids**

The bank reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the bank's action.

#### **13. Bank reserves the right to place repeat order**

The Bank reserves the right to place repeat order on the same terms & conditions and price for additional 25% quantity within one year and successful bidder will be bound to fulfill such order also if placed.

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**Annexure- 1A- Technical Specification of LaserJet Printer (Duplex)**

| Sr. | Component                   | Minimum Requirement                              | Offer from Bidder | Deviations if any |
|-----|-----------------------------|--|-------------------|-------------------|
| 1.  | Make                        |  |                   |                   |
| 2.  | Model                       |  |                   |                   |
| 3.  | Printing Technology         | Laser  |                   |                   |
| 4.  | Type of printing            | Mono (Black)                                     |                   |                   |
| 5.  | Paper Size                  | A4 or higher                                     |                   |                   |
| 6.  | Duplexing Feature           | YES  |                   |                   |
| 7.  | Wireless Connectivity       | YES  |                   |                   |
| 8.  | USB Port                    | YES  |                   |                   |
| 9.  | By Pass Tray facility       | YES  |                   |                   |
| 10. | Print Speed                 | Minimum 20 ppm or higher                         |                   |                   |
| 11. | RAM                         | Minimum 8 MB RAM or higher                       |                   |                   |
| 12. | Processor                   | Minimum 200 MHz processor or above               |                   |                   |
| 13. | Interface                   | High Speed USB 2.0                               |                   |                   |
| 14. | OS Compatibility            | All Windows OS /Server Versions                  |                   |                   |
| 15. | Duty Cycle                  | 5000 pages/month                                 |                   |                   |
| 16. | Support                     | PCL 6/5e, HOST BASED/ESC/P, OEM Printer language |                   |                   |
| 17. | Cartridge                   | Printer should not be Demo Toner Cartridge       |                   |                   |
| 18. | Bundled yield per cartridge | Minimum 1500 pages                               |                   |                   |
| 19. | Warranty                    | 3 years comprehensive onsite warranty            |                   |                   |
| 20. | Dimension (Approx)          | 400x250x300 mm maximum (Compact size)            |                   |                   |
| 21. | Weight                      | 7 kg maximum                                     |                   |                   |

**Bidder's Information on company letter head (Annex 1C)**

| S.No. | Particulars  | Details   |
|-------|--|---|
| 1.    | Name of Bidder   |   |
| 2.    | Constitution   |   |
| 3.    | Address with Pin code  |   |
| 4.    | Authorized Person for bid  |   |
| 5.    | Contact Details (Mail id & Mob No)   |   |
| 6.    | Year of Incorporation  |   |
| 7.    | Number of years of experience in IT Hardware Items                                       |   |
| 8.    | Turnover (In RS.) 2020-21, 2021-22, 2022-23  |   |
| 9.    | Profits (In Rs.) 2020-21, 2021-22, 2022-23   |   |
| 10.   | Whether OEM or authorized distributor  |   |
| 11.   | Number of service outlets across India   |   |
| 12.   | Good and Service Tax Number (GSTN)   |   |
| 13.   | Income Tax Number  |   |
| 14.   | Whether direct manufacturer or authorized Dealers  |   |
| 15.   | Name and Address of OEM  |   |
| 16.   | Brief Description of after sales service facilities available with the bidder.           |   |
| 17.   | Whether RFP terms & conditions complied with.  |   |
| 4.    | Bank Details (Bank Name, A/c No. & IFSC )  |   |
| 5.    | PAN Number   |   |
| 8.    | Details of Document cost / Tender fee  | UTR/Reference No. date & Amount                   |
| 9.    | Details of EMD   | BG/UTR/Reference No. date & Amount                |
| 10.   | Exemption Certificate details (if applicable).<br>Eg: MSME/Udyog Aadhar certificate etc. | Please upload copy of the same along with details |

Signature :  
 Name :  
 Designation :

**14. Check list for submission**

| Sr | Particulars  | Bidders<br>Yes/No | Remark |
|----|--|-------------------|--------|
| 1  | Certificate of incorporation/Registration  |                   |        |
| 2  | Audited Balance sheets of last three years 2020-21, 2021-22 and 2022-23  |                   |        |
| 3  | CA certificate for three years average turn over for financial years 2020-21, 2021-22 and 2022-23  |                   |        |
| 4  | CA certificate for operating profit for last three financial years 2020-21, 2021-22 and 2022-23  |                   |        |
| 5  | CA certificate for net worth for last three financial years i.e. 2020-21, 2021-22 and 2022-23  |                   |        |
| 6  | Self-declaration by the Authorized Signatory for not have filed for bankruptcy in any country including India on company letter head   |                   |        |
| 7  | Self-declaration on Company's letter head should not have been blacklisted/debarred/   |                   |        |
| 8  | Self-declaration on Company's letter head Bidder/OEM should not have any pending litigation or any dispute arises  |                   |        |
| 9  | Self-declaration on Company's letter head • NPA • Any case pending   |                   |        |
| 10 | Undertaking for bidder not from a country which shares a land border with India as per Govt guidelines. Also certify that Bidder/OEM fulfill all the requirements in this regard and are eligible to participate in the Bid/RFP.   |                   |        |
| 11 | Bid Security / EMD - Micro & Small Enterprises (MSE) units and startups are exempted from payment of EMD provided the product they are offering, are manufactured/rendered by them, Exemption as stated above is not applicable for providing product/services, manufactured/rendered by other entity. |                   |        |
| 12 | Documentary proof for single order of Minimum <b>₹6 lakh</b> for supply of Desktop/Laptop/Printer PCs  |                   |        |
| 13 | Details of Service support centers in Mumbai / Navi Mumbai on company letter head  |                   |        |
| 14 | Certificate of ISO 9001:2015   |                   |        |
| 15 | Annexure-1A Technical Specification of Laptop PC with Intel (i5-12 <sup>th</sup> Gen)  |                   |        |
| 16 | Annexure-1B Certificate of Local Content   |                   |        |
| 17 | Annexure-1C Bidder's Information on company letter head  |                   |        |
| 18 | Bid Specific MAF from OEM  |                   |        |
| 19 | Integrity Pact   |                   |        |
| 20 | Escalation Matrix for delivery and service of the Laptop PCs   |                   |        |
| 21 | OEM website has facility to check product technical specification and warranty details using unique product serial number of delivered machine, mention URL also.  |                   |        |
| 22 | EPR Registration as per e-waste Rules 2022 from OEM  |                   |        |
| 23 | Bidders Detail   |                   |        |

Annexure-3

**NON-DISCLOSURE AGREEMENT**

Ref : GeM Bid No \_\_\_\_\_ Procurement of Laserjet Printers ( Duplex ).

**This Agreement** made at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**BETWEEN**

\_\_\_\_\_ a company incorporated under the Companies Act, 1956/2013 having its registered office at \_\_\_\_\_ (hereinafter referred to as "-----" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART**;

**AND**

**CENTRAL BANK OF INDIA**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its head Office at Central Office, Chander Mukhi, Nariman Point, Mumbai – 400 021 (hereinafter referred to as "**BANK**" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **OTHER PART**

and **BANK** are hereinafter individually referred to as party and collectively referred to as "the Parties". Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.

**WHEREAS:**

The Parties intend to engage in discussions and negotiations concerning the \_\_\_\_\_ between them. In the course of such discussions and negotiations, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such \_\_\_\_\_ (hereinafter referred to as "**the Purpose**").

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. **Confidential Information:** "Confidential Information" means all information disclosed/ furnished by either of the parties to another Party in connection with the business transacted/to be transacted between the Parties and/or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof.

Either of the Parties may use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

1. **Non-disclosure:** The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefore.

Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

3. **Publications:** Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.
4. **Term:** This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

Notwithstanding anything to the contrary contained herein the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.

5. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.
6. **Return of Confidential Information:** Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.
7. **Remedies:** The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its



obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

8. **Entire Agreement, Amendment, Assignment:** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
9. **Governing Law and Jurisdiction:** The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.
10. **General:** The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.
11. **Indemnity:** The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.

**IN WITNESS WHEREOF**, the Parties hereto have executed these presents the day, month and year first hereinabove written.

**For and on behalf of**

\_\_\_\_\_  
Name of Authorized signatory:  
Designation:

**For and on behalf of  
CENTRAL BANK OF INDIA**

\_\_\_\_\_  
Name of Authorized signatory:  
Designation:

**Annexure-4**

**PERFORMANCE BANK GUARANTEE**

Ref : GeM Bid No \_\_\_\_\_ Procurement of Laserjet Printers ( Duplex ).

**TO,**

**CENTRAL BANK OF INDIA**  
**MUMBAI**

In consideration of M/s Central Bank of India having Registered Office at Chandermukhi Building, Nariman Point, Mumbai 400 021 (hereinafter referred to as "Purchaser") having agreed to purchase computer hardware (hereinafter referred to as "Goods") from M/s \_\_\_\_\_ (hereinafter referred to as "Contractor") on the terms and conditions contained in their agreement/purchase order No----- dt.----- (hereinafter referred to as the "Contract") subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the computer hardware, as per the terms and conditions of the said contract, to be supplied by the contractor and also guaranteeing the maintenance, by the contractor, of the computer hardware and systems as per the terms and conditions of the said contract;

1) We, \_\_\_\_\_ (Bank) (hereinafter called "the Bank"), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time upto \_\_\_\_\_ any money or moneys not exceeding a total sum of Rs----- --(Rupees-----only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of failure of computer hardware to perform as per the said contract, and also failure of the contractor to maintain the computer hardware and systems as per the terms and conditions of the said contract.

2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether computer hardware has failed to perform as per the said contract, and also as to whether the contractor has failed to maintain the computer hardware and systems as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3) This Guarantee shall expire on -----; without prejudice to the purchaser's claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e ----- (this date should be date of expiry of Guarantee).

4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

5) In order to give full effect to the Guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby Guaranteed by us as aforesaid and we hereby

expressly waive all our rights of suretyship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.

6) The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting in any manner the Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.

7) The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption or with the contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

8) This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by us (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing un-cancelled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

9) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax or registered post to our local address as mentioned in this guarantee.

10) Notwithstanding anything contained herein:-

- i) Our liability under this Bank Guarantee shall not exceed Rs----- (Rupees-----only);
- ii) This Bank Guarantee shall be valid up to -----; and
- iii) We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ----- (date of one year after the expiry of Guarantee).

11) The Bank has power to issue this Guarantee under the statute/constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Date this ----- day of ----- 2023 at -----

For and on behalf of ----- Bank.

**\*\* END OF THE DOCUMENT \*\***